

OFFICIAL RECORD

Requested By:
DC/COMMUNITY SERVICES

Assessor's Parcel Number: N/A

Date: NOVEMBER 9, 2011

Recording Requested By:

Douglas County - NV
Karen Ellison - Recorder
Page: 1 Of 7 Fee: 0.00
BK-1111 PG- 2069 RPTT: 0.00



Name: SCOTT MORGAN, COMMUNITY SERVICES

Address: _____

City/State/Zip: _____

Real Property Transfer Tax: \$ N/A

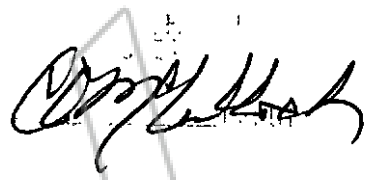
INTER-LOCAL AGREEMENT #2011.268
(Title of Document)

2011.268

INTER-LOCAL AGREEMENT
BETWEEN

2011 NOV -8 PM 3:15

DOUGLAS COUNTY,
a political subdivision of the State of Nevada
P.O. Box 218
Minden, Nevada 89423
(775) 782-9821



AND

INDIAN HILLS GENERAL IMPROVEMENT DISTRICT
3394 James Lee Park Drive
Carson City, Nevada 89705
(775) 267-2805

This Inter-Local Agreement (Agreement) is made and entered into by and between Douglas County ("County") and Indian Hills General Improvement District ("IHGID"), as follows:

RECITALS:

IHGID is a general improvement district created pursuant to Chapter 318 of the Nevada Revised Statutes, and has various powers and authority, including the provision of recreational facilities within its boundaries; and

The County has been collecting a Residential Construction Tax, District 2 (North County) for the purpose of providing neighborhood parks and facilities for parks for its residents, pursuant to Chapter 3.26 of the Douglas County Code; and

IHGID was deeded unimproved property pursuant to Document #614008, Book 0504, Page 11314, known as Valley Vista Park (Park), APN 1420-07-502-005. IHGID is willing to fund, plan, install and maintain improvements to Valley Vista Park so the area can function as a neighborhood park; and

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PG- 2070
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The County and IHGID desire to enter into this Agreement as authorized by NRS 277.180 to provide for phase two improvements to Valley Vista Park and partial reimbursement by the County with Residential Construction Tax funds for improvements based upon the terms and conditions set forth in this Agreement;

NOW, THEREFORE the County and IHGID agree as follows:

1. IHGID is responsible for the development of design plans, specifications, bidding, bid award, contract development for construction, construction management, supervision and inspections for improvements to Valley Vista Park.
2. IHGID will maintain and own all improvements and will not seek any reimbursement from the County, except as stated in paragraph 13 of this Agreement.
3. IHGID Board of Trustees will commit to the total cost of maintenance for the improvements and the Valley Vista Park.
4. IHGID is responsible for obtaining all permits, licenses and paying all fees associated with this project.
5. All improvements will be constructed to County standards based on the Douglas County Parks & Recreation Commission approved plans and specifications. All improvements must be inspected and approved by Parks and Recreation Department staff before reimbursement will be issued.
6. IHGID will comply with all applicable federal, local, and state laws, regulations or requirements; including Nevada Revised Statutes Chapter 278B in all of its activities on the site and will be solely responsible for any non-compliance on the part of IHGID with any applicable law regulation or requirement.

7. IHGID will meet all conditions placed on the project by other departments throughout the permitting process.

8. IHGID will develop a cost estimate for constructing and maintaining these improvements including labor, supply and cost prior to construction.

9. IHGID will construct a group pavilion to complete the conditions of phase one.

10. IHGID, prior to the release of funds, will develop an operating and use policy for Valley Vista Park , including if applicable, fees and charges for various uses of the Park. The established fee schedule will not differentiate between Indian Hills' residents and Douglas County residents.

11. IHGID will award bid for the second phase improvement by December 31, 2012.

12. The County will reimburse IHGID twenty thousand dollars (\$20,000) for the construction of the pavilion, and for the following phase two improvements up to, but no more than sixty thousand dollars (\$60,000.00) from monies collected pursuant to the Residential Construction Tax District 2 (North County):

- a. Grading and slope protection.
- b. Utility improvements and extensions.
- c. Playground equipment and picnic facilities.
- d. Landscaping, signage and other park fixtures to be constructed on Valley Vista Park.

13. All reimbursements will be based on the availability of Residential Construction Tax funds generated within the Residential Construction Tax District 2

(North County). This area does not include special collection area 2a, Sunridge Collection Area.

14. IHGID will prepare requests for reimbursement and submit them to the County. The County will, within thirty (30) days after receiving the request disburse funds to IHGID in accordance with the terms in this Agreement. If necessary, IHGID agrees to place appropriate provisions in all design, construction, and construction administration contracts for Valley Vista Park improvements that will allow ample time for payment under this indirect payment system.

15. This Agreement shall become effective upon approval by both the Douglas County Board of County Commissioners and IHGID Board of Trustees.

16. In the event that plans and specifications are not completed, or a bid award has not been made by the IHGID by December 31, 2012, this agreement shall be terminated.

17. Once the terms of paragraph 15 have been met, this Agreement will remain in effect until the improvements are complete or until the County has expended \$80,000 for improvements to Valley Vista Park as outlined in this agreement, whichever occurs first. This agreement may be terminated without cause by either party, upon giving the other party ninety (90) days advanced, written notice of its intent to terminate this agreement.

18. This Agreement constitutes the full and final agreement between the County and IHGID and shall not be modified except in writing and signed by both parties.

19. This Agreement may not be assigned except by writing signed by both parties and shall be binding upon and inure to the benefit of the parties' respective successors and assigns.

20. IHGID agrees to indemnify, hold harmless and defend the County, its officers, employees, and agents from and against all liabilities, claims, actions, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of any alleged negligent or willful acts or omissions of the IHGID, its officers, employees and agents.

21. The laws of the State of Nevada shall be applied in interpreting and construing this Agreement.

24. The illegality or invalidity of any provision or portion of this Agreement shall not affect the validity of the remainder of the Agreement. The recitals shall be an integral part of this contract.

25. All written notices under this Agreement shall be delivered to the following officials at the addresses stated:

Douglas County
Attn: County Manager
Post Office Box 218
Minden, Nevada 89423

Indian Hills General Improvement District
Attn: Chairman of the Board of Trustees
3394 James Lee Park Drive
Carson City, Nevada 89705
(775) 267-2805

INDIAN HILL GENERAL IMPROVEMENT DISTRICT

Date: Oct. 19, 2011

By: *Debbie Pinnis*
Chairman

Attest: *Dillon H. Esile*
Secretary

DOUGLAS COUNTY, NEVADA

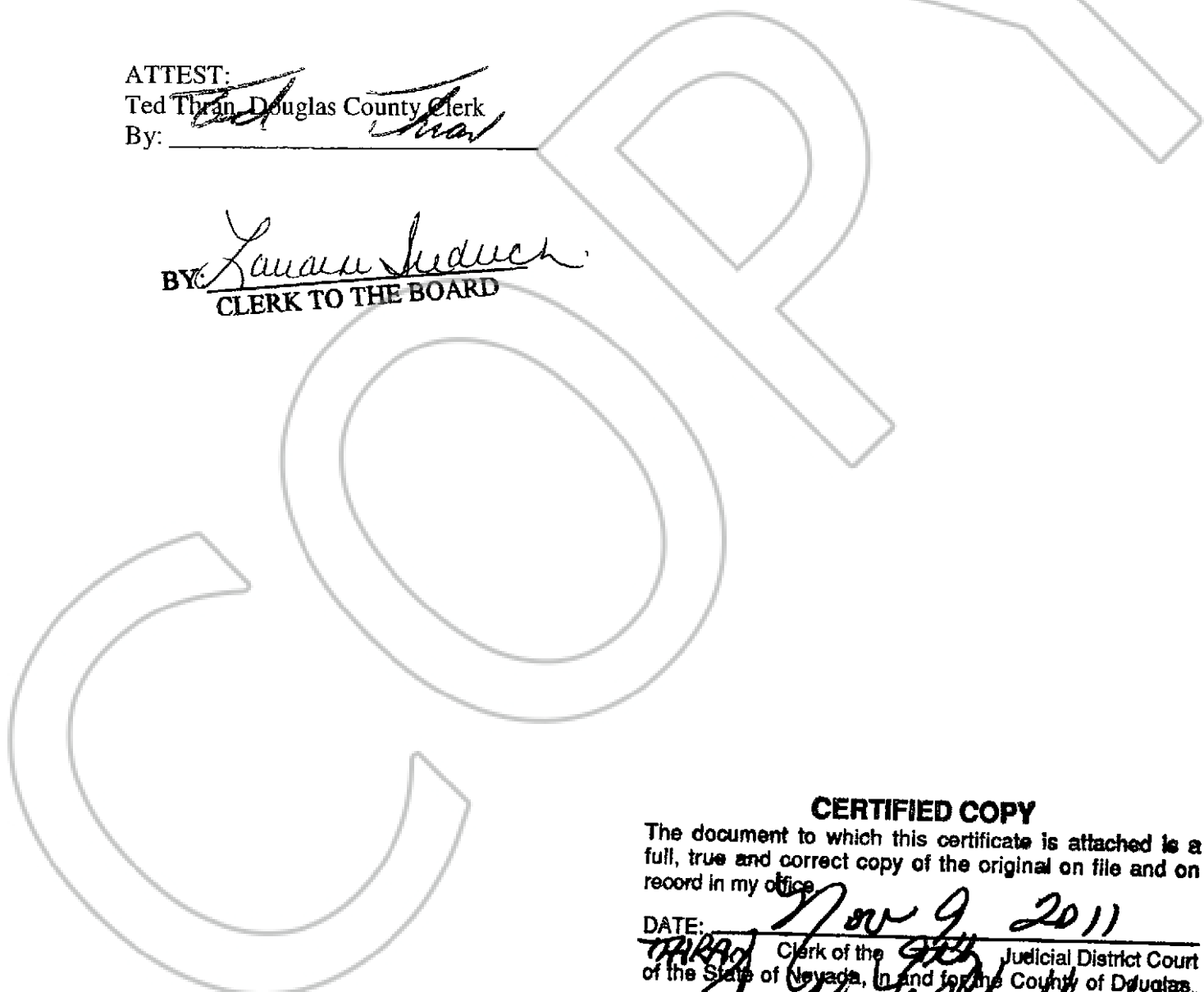
Date: 10-24-11

By: *Michael A. Olson*

Michael A. Olson
Chairman, Board of Commissioners
Douglas County

ATTEST:
Ted Thran, Douglas County Clerk
By: *Ted Thran*

BY: *Laura Seduch*
CLERK TO THE BOARD



CERTIFIED COPY

The document to which this certificate is attached is a full, true and correct copy of the original on file and on record in my office.

DATE: Nov 9 2011
David M. ... Clerk of the 9th Judicial District Court
of the State of Nevada, in and for the County of Douglas.

By: *David M. ...* Deputy